

Exhibit A

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

MARTIN BAUGHMAN, PLLC
Laura Baughman
Texas State Bar No. 00791846
Rachel L. Wright
Texas State Bar No. 24054255
Emily Acosta (332142021)
3141 Hood Street, Suite # 600
Dallas, Texas 75219
(214) 761-6614
(214) 744-7590 (facsimile)
lbaughman@martinbaughman.com
rwright@martinbaughman.com
eacosta@martinbaughman.com

and

THE GARNER FIRM, LTD
Melanie J. Garner, Esquire (004982004)
1617 John F. Kennedy Blvd., Suite 550
Philadelphia, PA 19103
Telephone: (215) 645-5955
Facsimile: (215) 645-5960
[E-mail: melanie@garnerltd.com](mailto:melanie@garnerltd.com)

In re:

LTL MANAGEMENT LLC,¹

Debtor.

Chapter 11

Case No.: 21-30589 (MBK)

Judge: Michael B. Kaplan

VERIFIED RULE 2019 STATEMENT OF MULTIPLE REPRESENTATION

Pursuant to this Court's Order Compelling Compliance with Fed. R. Bankr. P. 2019 [Doc 2352] entered on May 25, 2022, Martin Baughman PLLC ("Martin Baughman") hereby submits this verified statement (the "Verified Statement") pursuant to Federal Rule of Bankruptcy Procedure 2019 ("Bankruptcy Rule 2019") with respect to the representation of the plaintiffs listed

¹ The last four digits of the Debtor's taxpayer identification number are 6622. The Debtor's address is 501 George Street, New Brunswick, New Jersey 08933.

on the attached **Exhibit A** (the “Creditors” or individually, a “Creditor”). In connection herewith, Laura Baughman states and verifies as follows:

1. I am an attorney with the law firm of Martin Baughman and a member in good standing of the Bar of the State of Texas. I am admitted to practice in the United States District Courts for the Northern, Southern and Eastern Districts of Texas. I submit this Verified Statement on behalf of Martin Baughman.

2. In accordance with Bankruptcy Rule 2019, attached hereto as **Exhibit A**, is a list of the first and last names and personal addresses of the Creditors, as well as the nature and amount of all disclosable economic interests of each Creditor in relation to the Debtor as of the date of this Verified Statement, and the nature of each Creditor’s claim, including: (a) whether the claim arises from cancers, and (b), if known, the stage of such disease.

3. This Verified Statement is filed by Martin Baughman whose address is 3141 Hood Street, Suite 600, Dallas, TX 75219.

4. The Creditors have engaged Martin Baughman to represent them in connection with the damage claims that they assert against the Debtor as a result of their personal injuries or wrongful death. The Creditors have been injured by talc products manufactured, marketed, distributed, sold, installed and/or produced by the above-referenced Debtor.

5. Each of the Creditors listed on **Exhibit A** has consented to this multiple representation by Martin Baughman in the above-captioned matter.

6. Attached hereto as **Exhibit B** is an actual copy, or exemplar, represented to be substantially the same in form and substance, of each form of agreement or instrument whereby Martin Baughman is empowered to act on behalf of the Creditors, redacted only with respect to any fee arrangement contained therein, as contemplated by Fed. R. Bankr. P. 2019 (c)(4).

7. Martin Baughman does not hold any claim against or interest in the Debtor or its parent company.

8. The undersigned verifies that the foregoing is true and correct to the best of her knowledge.

9. Martin Baughman reserves the right to supplement or amend this Verified Statement, as necessary, at any time in the future.

Date June 8, 2022

A handwritten signature in cursive script, appearing to read "Laura J. Baughman", written in black ink.

Laura Baughman

EXHIBIT A

List of Martin Baughman PLLC Clients

| Client | Street Address | Nature of Claims | Amount of Claim | Type of Disease | Stage of Disease |
|----------------------|----------------|------------------|-----------------|-----------------|------------------|
| Maureen E [REDACTED] | [REDACTED] | Personal Injury | Unliquidated | [REDACTED] | [REDACTED] |
| Marsha C [REDACTED] | [REDACTED] | Personal Injury | Unliquidated | [REDACTED] | [REDACTED] |

MARTIN | BAUGHMAN

3141 Hood Street
Suite 600
Dallas, Texas 7521
O 214.761.6614
F 214.744.7590
martinbaughman.com

CONTINGENT FEE CONTRACT – TALCUM POWDER

This contract is between Marsha C. [REDACTED] (Injured Party, or Parent, Guardian, or other Legal Representative of Injured Party, hereinafter “Client”), Martin Baughman, PLLC, and Wood Weatherly Trial Law (hereinafter, “Attorneys”) to represent Client for damages arising out of a personal injury, wrongful death, products liability, and/or loss of consortium claim caused by Johnson & Johnson Talcum Powder and against parties who may be responsible. Client understands that unless a separate agreement is entered between Attorneys and Client, Attorneys will not investigate nor pursue or prosecute a claim/case for medical negligence. Under this Agreement, Client appoints Attorneys to do any and all acts, which in their judgment may be reasonable and necessary in the handling of Client’s claim/case, the same as though such acts were performed by Client.

1. ATTORNEYS’ FEES. Client agrees to pay, as compensation for Attorneys’ services, [REDACTED] of all sums recovered, awarded, or paid by any responsible parties, whether received by settlement or litigation, for Client’s claim. Client understands that the association of Attorneys does not change or increase the Attorneys’ fees owed. Attorneys are limited to [REDACTED] of the total recovery, plus costs and expenses. Client transfers and assigns to Attorneys an undivided [REDACTED] in Client’s claim/case. Client understands and agrees that Attorneys are to be compensated in proportion to the services performed and consent to the Attorneys sharing the total fees earned on the following basis: [REDACTED] of the total Attorneys’ fees will be paid to Martin Baughman, PLLC and [REDACTED] of the total Attorneys’ fees will be paid to Wood Weatherly Trial Law. Client further understands and agrees that Attorneys may associate other counsel, including local counsel, to be paid a portion of the Attorneys’ fees and not from Client’s portion of the recovery. **If there is no recovery of any money for Client’s claim/case, Client will not owe any Attorneys’ fees or costs or expenses.**

2. COSTS AND EXPENSES. Client contracts, agrees, and understands that, in addition to Attorneys’ fees, Client will reimburse the Attorneys for all claim/case related costs and expenses incurred by Attorneys, but only in the event of a recovery. Client further understands that a Multi-District Litigation, or MDL, exists that relates to Client’s case, and that such MDL may assess and charge a fee for any recovery obtained. Client understands and agrees that any such MDL assessment will be paid first, and then the [REDACTED] Attorneys’ fee will be calculated and paid off the gross recovery after the MDL fee is paid.

3. CLIENT MUST APPROVE SETTLEMENT. It is understood and agreed by Client and Attorneys that Attorneys cannot settle Client’s claim/case without Client’s consent.

4. ATTORNEYS’ WITHDRAWAL. Attorneys may take steps to withdraw from Client’s representation at any time, on reasonable notice to Client at Client’s last known address. Client is responsible for updating Client’s contact information, including but not limited to, phone numbers, mailing address, and email addresses, with Attorneys. Failure to do so may result in delay, dismissal of Client’s claims, or withdrawal of Attorneys.

I HAVE READ AND FULLY UNDERSTAND THE ABOVE CONTRACT.

SIGNED AND EXECUTED this ____ day of ____, 20 __.

Marsha [REDACTED] [REDACTED]
Client Name

[REDACTED] [REDACTED] [REDACTED] [REDACTED]
Address

[REDACTED] [REDACTED] [REDACTED] [REDACTED]
Email

[REDACTED]
Telephone

Samuel [REDACTED] - [REDACTED] [REDACTED]
Emergency Contact

ACCEPTED:

[Signature]
Martin Baughman, PLLC

Wood Weatherly Trial Law

Notice to Clients

The State Bar of Texas investigates and prosecutes
Professional misconduct committed by Texas Attorneys.

Although not every complaint against or dispute with a lawyer
involves professional misconduct, the State Bar Office of General
Counsel will provide you with information about how to file a
complaint.

For more information, please call 1-800-932-1900.
This is a toll-free phone call.

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CONTINGENT FEE CONTRACT – TALCUM POWDER

This contract is between Maureen E. [REDACTED] (Injured Party, or Parent, Guardian, or other Legal Representative of Injured Party, hereinafter "Client"), Martin Baughman, PLLC and LaDuca Law Firm, LLP (hereinafter, "Attorneys") to represent Client for damages arising out of a personal injury, wrongful death, products liability, and/or loss of consortium claim caused by Johnson & Johnson Talcum Powder and against parties who may be responsible. Client understands that unless a separate agreement is entered between Attorneys and Client, Attorneys will not investigate nor pursue or prosecute a claim/case for medical negligence. Under this Agreement, Client appoints Attorneys to do any and all acts, which in their judgment may be reasonable and necessary in the handling of Client's claim/case, the same as though such acts were performed by Client.

1. **ATTORNEYS' FEES.** Client agrees to pay, as compensation for Attorneys' services, [REDACTED] of all sums recovered, awarded, or paid by any responsible parties, whether received by settlement or litigation, for Client's claim. Client understands that the association of Attorneys does not change or increase the Attorneys' fees owed. Attorneys are limited to [REDACTED] of the total recovery, plus costs and expenses. Client transfers and assigns to Attorneys an undivided [REDACTED] interest in Client's claim/case. Client understands and agrees that Attorneys are to be compensated in proportion to the services performed and consent to the Attorneys sharing the total fees earned on the following basis: [REDACTED] of the total Attorneys' fees will be paid to Martin Baughman, PLLC and [REDACTED] of the total Attorneys' fees will be paid to LaDuca Law Firm, LLP. Client further understands and agrees that Attorneys may associate other counsel, including local counsel, to be paid a portion of the Attorneys' fees and not from Client's portion of the recovery. **If there is no recovery of any money for Client's claim/case, Client will not owe any Attorneys' fees or costs or expenses.**

2. **COSTS AND EXPENSES.** Client contracts, agrees, and understands that, in addition to Attorneys' fees, Client will reimburse the Attorneys for all claim/case related costs and expenses incurred by Attorneys, but only in the event of a recovery. Client further understands that a Multi-District Litigation, or MDL, exists that relates to Client's case, and that such MDL may assess and charge a fee for any recovery obtained. At present, fees for this MDL range from 8-12%. Client understands and agrees that any such MDL assessment will be paid first, and then the [REDACTED] Attorneys' fee will be calculated and paid off the gross recovery after the MDL fee is paid.

3. **CLIENT MUST APPROVE SETTLEMENT.** It is understood and agreed by Client and Attorneys that Attorneys cannot settle Client's claim/case without Client's consent.

4. **ATTORNEYS' WITHDRAWAL.** Attorneys may take steps to withdraw from Client's representation at any time, on reasonable notice to Client at Client's last known address. Client is responsible for updating Client's contact information, including but not limited to, phone numbers, mailing address, and email addresses, with Attorneys. Failure to do so may result in delay, dismissal of Client's claims, or withdrawal of Attorneys.

I HAVE READ AND FULLY UNDERSTAND THE ABOVE CONTRACT.

SIGNED AND EXECUTED this 19th day of March, 2021.

Maureen S [REDACTED]
Client Name

[REDACTED]
Address

[REDACTED]
Email

[REDACTED]
Telephone

Kevin S [REDACTED]
Emergency Contact

ACCEPTED:

[Signature]
Martin Baughman, PLLC

[Signature]
LaDuca Law Firm, LLP

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This is a toll-free phone call.

I HAVE READ AND FULLY UNDERSTAND THE ABOVE CONTRACT.

SIGNED AND EXECUTED this _____ day of _____, 20____.

Client Name

Address

Email

Telephone

Emergency Contact

ACCEPTED:

Martin Baughman, PLLC



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